# Bruhat Bengaluru Mahanagara Palike

Office of the Executive Engineer Project South, South Zone office complex, 9th main, 9th cross, Jayanagara 2nd block, Bengaluru – 560 011
Email: eeprojectsouth@gmail.com

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# "TENDER FORM"

**TENDER FOR Supply of Catering Service to Govindrajnagara and Vijayanagara AC's for Election Training, Mustering & De-Mustering Center, Other Places and Counting center as directed by Additional District Election Officer under the Jurisdiction of ADEO / RO BBMP (South) for Loksaba General Election 2024**

**No. EEP(S)/E-Procu/20/2023-24.**
**Date:25.01.2024.**

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**DEFINITIONS & ACRONYMS**

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

| Sl. No | Titles | Details |
|---|---|---|
| 1. | GoK | Government of Karnataka |
| 2. | RO | Returning Officer |
| 3. | CEOK | Chief Electoral Officer, Karnataka |
| 4. | Bidder/ Tenderer | Means vendor who submits Bid in response to this tender document |
| 5. | Bids | Means Online Bid submitted by bidders in response to the tender |
| 6. | Contractor/ Supplier | Means The successful Bidder to whom tender is awarded |
| 7. | Contract | An agreement signed by the contractor against the Tender |
| 8. | Non-responsive | Failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender bid in given Forms/Pro-forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee or EMD |

| Sl. No | Titles | Details |
|---|---|---|
| 9. | Services | Means the work to be performed by the bidder pursuant to this tender and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Department. |
| 10. | EMD | Earnest Money Deposit |
| 11. | PAN | Permanent Account Number. |
| 12. | PBG | Performance Bank Guarantee |
| 14. | Personnel/ Manpower | Means professional and support staff provided by the bidders to provide training or perform services to execute an assignment and any part thereof |
| 16. | DEO | Means District Election Officer |
| 17. | Nodal Officer | Means Official deputed as Nodal officer for different works by DC & DEO |
| 18. | ECI | Election Commission of India |

## SECTION-1

## TERMS AND CONDITIONS OF THE TENDER FOR SUPPLY OF CATERING SERVICES FOR LOKSABA GENERAL ELECTION 2024

## INVITATION FOR TENDER

The Executive Engineer Project South Division, BBMP Under the Additional District Election Officer- BBMP (South) (**hereafter, ADEO**) hereby invites **Supply of Catering Service to Govindrajnagara and Vijayanagara AC's for Election Training, Mustering & De-Mustering Center, Other Places and Counting center as directed by Additional District Election Officer under the Jurisdiction of ADEO / RO BBMP (South) for Loksaba General Election 2024)** tenders under e-tendering system from **Registered Caterers & Hoteliers in Karnataka** for supply of CATERING SERVICES**,** as detailed in Annexure-I of this Tender, as per the Karnataka Transparency in Public Procurement Act 1999 and Rules 2000, there under **(Under Two Cover System). Only those who have supplied similar services (80% of the quantity of this tender) to Govt. Elections, Departments, Institutions, Autonomous Bodies in last 5 years and those who manage Catering Services with sufficient Service Staff at specified locations as per specification only need to apply. Those with Annual Turnover for last three years i.e., 2020-21, 2021-22 & 2022-23, not less than Rs. 34.20 Lakhs per annum or total cumulative turnover Rs. 102.60 Lakhs for last three Years are eligible to participate in this Tender. For the purposes of this Tender, Joint Venture of maximum of two Registered Agencies are permitted (they may be Cooking Agencies and Catering Agencies separately). The Joint Venture Agreement must be finalized before participating in the bid and not after.**

The term **"PURCHASER"** for the purpose of placing the order, accepting / rejecting the goods, payments and sending samples, for testing by the ADEO and any other authority authorized by the Purchaser, who are bound by the Contract in pursuance of this Tender, while purchasing SERVICES**.**

**a)** The term **"TENDERER"** means the **Registered Caterers & Hoteliers**, participating in this tender. The term "**TENDERER"** refers to the successful Tenderer who has entered into an agreement with DEO for the purpose of supplying CATERING SERVICES**,** as mentioned in this tender.

**b) One Tender will be awarded for one L-1 agency Among four tenders for catering services called under jurisdiction ADEO BBMP (South) tender No. EEP(S)/E-Procu/20/2023-24 dated 25-01-2024.**

**c) Food supply should be as per food safety standard.**

**d)** The Additional District Election Officer, BBMP (South) shall be the Tendering Authority for the purpose of this tender.

1. Tenderers are to quote for ALL SERVICES**,** listed in **Schedule-II Annexure I.**
2. Tenders of only those Tenderers' who fulfil the Terms and Conditions of this tender will be considered for evaluation. The tenders will undergo evaluation at every stage of processing and any tender found at any stage, not in conformity with the stipulated tender conditions including specifications / found to have uploaded defective and incomplete documents / samples of the Services found not in conformity with the specifications or found defective either physically or analytically, will be rejected.

**Schedule of Events: -**

| | |
|---|---|
| Commencement of download of e-Tender Form from website- https://kppp.karnataka.gov.in | 30.01.2024 |
| Last Date for Queries on or before | 30.01.2024 at 12.00 P.M. |
| Pre-bid Meeting. | 30.01.2024 at 12.00 P.M. |
| corrigendum date | 02.02.2024 |
| Last Date for Uploading of Tender in e-procurement platform on or before | 15.02.2024 up to 4.00 P.M |
| Opening of Technical Bid | 17.02.2024 at 4.30 PM. |
| Date of Original Document Verification. | **Will be done on the uploaded documents at e-portal.** |
| Opening of Financial Bid | 21.02.2024 at 12.00 PM |
| Approximate value of tender | **Rs. 34.20 Lakhs** |

Venue: Office of the Executive Engineer Project South, South Zone office complex, 9th main,

9th cross, Jayanagara 2nd block, Bengaluru - 560011

**Note : Only Technically qualified tenderers will be called for 10% Personnel & Services (Including Food Item) Verification**

1. Opening of Price Bid: Price Bid of only those Technically responsive Tenderers (including those whose samples qualify) will be opened on a date notified or on any further date to be notified / informed to the Technically responsive Tenderers.

2. Validity of Contract – is valid for a period of One Year from the date of the award of contract extendable by 3 months after completion of tender period. Tenders shall remain valid for 60 days after the deadline for submission of tenders prescribed by the purchaser, a Tender valid for shorter period shall be rejected by the purchaser, as Non-Responsive.

3. Completed Tender document shall be uploaded through e-tendering system using their user ID and to be addressed to the Office of the District Election Officer-Bangalore District, in the manner described under instructions in Section-II, on or before the last date and time stipulated.

## SECTION-II
## TERMS AND CONDITIONS

1.1 The Tender shall be uploaded only if the Tenderer is agreeable to all the Terms and Conditions of this Tender, which includes the Description and Specifications of the Services mentioned therein.

a. The Tenderer shall upload the tenders through e-tendering system using User's ID and Digital Signature Certificate for Techno-Commercial and Price Bids.

b. Services required are listed with specific Code numbers and other details in **Annexure I.**

1.2 Irrespective of the terms and conditions the Tenderer may have specified, only the terms and conditions specified in this tender shall be binding on the Tenderer and the tendering authority.

2. The Tenderer shall upload the tender in the manner described here under:

### A. TECHNO-COMMERCIAL BID SHALL CONTAIN DOCUMENTS LISTED UNDER TECHNICAL QUALIFICATION CRITERIA.

A.1. **Earnest Money Deposit /Bid Security**

1. The Tenderer should pay the Earnest Money Deposit (EMD) as per Schedule given below in the tender (exclusive of Tax duties & other charges) the e-procurement portal

| Sl. No. | Services | Approx Cost | E.M.D. 2.0% |
|---|---|---|---|
| 1 | Catering Services for Govindrajnagara and | **34.20 Lakhs** | **48400.00 Rupees.** |

| Sl. No. | Services | Approx Cost | E.M.D. 2.0% |
|---|---|---|---|
| | Vijayanagara AC's | | |

using any of the following payment modes: -

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

The Tenderers Bid will be evaluated only on confirmation of receipt of the payment Earnest Money Deposit (EMD) in the GOK's central pooling A/c held at ICICI Bank.

The EMD amount will have to be submitted by the Contractor taking into account the following conditions:

a. EMD will be accepted only in the form of electronic cash in any of the designated ICICI Bank branches located across the Country (and not through Bank Guarantee) and will be maintained in the Govt.'s central pooling account at ICICI Bank until the contract is closed.
b. The entire EMD amount for a Particular tender has to be paid in a single transaction.

The EMD money received for all the tenders floated through the e-Procurement platform will be collected and maintained in a central pooling account.

A.2 Refund of EMD: EMD will be refunded for unsuccessful bidders within 15 days after completion of tender process on application. EMD for successful bidders may be placed as Performance Security or be refunded within 30 days of application in writing after submission of Performance Security and signed Contract.

A.3 Notarized copy of GST Certificate along with commodity description of Tenderer is to be uploaded.

A.4 Notarized copy of PAN Card of Tenderer is to be uploaded.

A.5 Notarized copy of the I.T. return for the financial year 2020-21, 2021-22 & 2022-23 of the Tenderer is to be up loaded.

A.6 GST Clearance Certificate:

In the valid format of the Commercial Tax Department for preceding 3 financial years and Tax cleared up to **31-03-2021, 31-03-2022 & 31-03-2023** i.e., for the financial years **2020-21, 2021-22 & 2022-23** of the Tenderer issued by the concerned authorities is to be uploaded.

**A.7 Annual Turnover Statement**

Annual turnover statement certified by Chartered Accountant for the last three financial years **2020-21, 2021-22 & 2022-23** should be uploaded. **Annual Turnover of bidder should have as per format noted below for the financial years 2020-21, 2021-22 & 2022-23.** The tenderer

should have annual turnover for the year **2020-21, 2021-22 & 2022-23** not less than for each annexure as follows:

| Year | Services | Annual Turn Over |
|---|---|---|
| | **Catering Services** | **Rs. 34.20 Lakhs P.A** |

**A.8 (a) Tender Offer Form**
Tender Offer Form with an undertaking to abide by the terms and conditions of the tender in the format as per Annexure-II-Part I is to be uploaded.
**A.8 (b) Declaration Form.**
Declaration from the Tenderer in the format as per Annexure-II-Part II is to be uploaded.
**A.9 List of Catering Services quoted by the Tenderer:** List of **SERVICES,** quoted by the tenderer to be furnished separately as per Annexure-III is to be uploaded.
**A.10 Seal and Signature of the Tender Documents.**
The tender document shall have Seal and Signature on all Pages including the Annexures by the authorized signatory (Vide Section I, 1(a)).
**A. 11. The document/Certificates should be: -**
a) The documents uploaded should be clearly visible failing which such documents shall not be considered.
b) The documents uploaded in general documents should be named individually.
**A. 12. Performance Statement / END User Certificate.**

Similar services supplied to various Government/ Quasi Government/ Autonomous Institutions with quantities during the financial years **2020-21, 2021-22 & 2022-23** as per the Annexure-IV along with user Certificates as per the Annexure-V of the Tenderer is to be uploaded.

**A.13. Notarized copy of Trade License (Form-C or equivalent)** issued by the municipality /corporation in respect of Tenderer is to be uploaded.
**A.14. Notarized copy of Non-Conviction Certificate**, not older than 12 months, to be uploaded.

**B. PRICE BID SHALL CONTAIN THE DOCUMENTS LISTED HEREUNDER:**
B.1 (i) PRICE SCHEDULE:

(a) Price schedule format shall be furnished in the e-procurement platform.
**The rate, quoted per unit for landed/basic price shall be the rate inclusive of all applicable duties and taxes, packing, forwarding charges, freight, Insurance, customs duty, GST and others.**

(b) The rate quoted in the e-procurement platform format should be for the unit. The Tenderers are strictly prohibited to change / alter

specification or unit size given in the e-procurement platform format otherwise the rates offered will not be considered.

(c) The Tenderers are required to furnish the break up details **of landed price as per the e-procurement platform format. The landed price which shall include all the above components shall be the criteria for evaluation of price bid / financial bid under e-portal of this tender.**

B.2 Both the Technical Bid & Commercial Bid for supply of **Services** shall have to be uploaded under appropriate headings.

(a) In the event of any discrepancy with respect to the rates quoted by the bidder the Purchaser reserves the right to accept the lowest rate.

(b) All pages of the Tender except for printed literature if any enclosed shall carry the full signature of the person signing the Tender.

## C. CONDITIONS

1. Bids would be considered only in the prescribed form/ document. Bids not submitted in prescribed format will be summarily rejected.

2. The eligible Bids will be opened as per schedule in Notice Inviting Tender (NIT). The qualifying bids of the eligibility evaluation process shall only be considered for further evaluation of Financial Bid. The Financial bid will be opened in time as mentioned in the NIT.

3. No contractual obligation whatsoever shall arise from the Tender Document/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful bidder.

4. District Election Officer-Bangalore District may extend the date for submission of Bids. In such cases all rights and obligations of the District Election Officer-Bangalore District and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Any such extensions shall be informed to bidders through corrigendum issued on e-tendering portal/ ADEO Office Website:

5. Bidders shall make payments on the e-procurement portal only.

6. The Bidder shall be deemed to have satisfied himself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.

7. It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.

8. The Bidder shall be fully and completely responsible to District Election Officer-Bangalore District for all the deliveries and deliverables.

9. Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Scrutiny Committee, Tender Accepting Authority, after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring in extraneous pressures on the Tender Accepting Authority shall be sufficient reasons to disqualify the Bidder.

10. Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.

11. Due to security reasons, the bidder is required not to disclose that they are bidding for this assignment, or in any way disclose that they are performing this assignment to any third party without the consent of the Nodal Officer or the Contracting Authority.

12. District Election Officer-Bangalore District disclaims any factual/ or any other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein is intended only to help the bidder to prepare a logical bid-proposal.

## C1. Eligibility Criteria & Mandatory Conditions:

The tenderer / bidder must fulfil the following eligibility conditions and must also submit documentary evidence in support of fulfilling these conditions while submitting the Technical Bid. The scanned copy/copies of these documents should be uploaded on the e-tendering website during submission of bids before its last date. Failure to comply with these requirements may result in the bid being rejected.

*Note: Tenderers / Bidders should read these conditions carefully and comply strictly while submitting their Bids.*

*Note: Financial bids shall be opened and considered of only those bidders who qualify in the eligibility/technical bids process.*

**C2. PRE-QUALIFICATION CRITERIA FOR TENDERER / BIDDER FOR THE PURPOSE OF QUOTING IN THIS TENDER:**

**I. Documents required**

1. The Tenderer / Bidder must submit their valid PAN, GST Registration Certificate.

2. The bidder shall enclose a copy of GST Clearance Certificate for the financial years, **2020-21, 2021-22 & 2022-23**.

3. Income Tax Return for last 3 Assessment Years (**2020-21, 2021-22 & 2022-23**). IT Returns to be certified by CA

4. Copies of Audited Profit & Loss Account Statements for the last three Financial Years (**2020-21, 2021-22 & 2022-23**).

5. The Tenderer / Bidder should have a positive net worth with cumulative turnover of Rs. 102.60 Lakhs during the last 3 financial years.

a) Valid documentary proof clearly indicating the Year & Turn over : - Balance sheet

1. Balance sheet clearly indicating the Year & Turnover details OR

2. CA Certificate showing Turn over details.

6. Not have been blacklisted by the Depts./ Ministries of the Govt. of India or Karnataka/ PSUs/ Autonomous Bodies.

7. Letter of Undertaking for agreement with terms and non – disclosure.

8. Letter of political neutrality.

9. Work done documents of similar nature of work.

**C. CONDITIONS**

1. Bids would be considered only in the prescribed form/ document. Bids not submitted in prescribed format will be summarily rejected.

2. The eligible Bids will be opened as per schedule in NIT .The qualifying bids of the eligibility evaluation process shall only be considered for further evaluation of Financial Bid. The Financial bid will be opened in time as mentioned in the NIT
3. No contractual obligation whatsoever shall arise from the Tender Document/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful bidder.
4. District Election Officer-Bangalore District may extend the date for submission of Bids. In such cases all rights and obligations of the District Election Officer-Bangalore District and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Any such extensions shall be informed to bidders through corrigendum issued on e-tendering portal. e-procurement.
5. Bidders shall make payments on the e-procurement portal only.
6. The Bidder shall be deemed to have satisfied himself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
7. It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
8. The Bidder shall be fully and completely responsible to District Election Officer-Bangalore District for all the deliveries and deliverables.
9. Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Scrutiny Committee, Tender Accepting Authority, after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring in extraneous pressures on the Tender Accepting Authority shall be sufficient reasons to disqualify the Bidder.
10. Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.
11. Due to security reasons, the bidder is required not to disclose that they are bidding for this assignment, or in any way disclose that they are performing this assignment to any third party without the consent of the Nodal Officer or the Contracting Authority.
12. District Election Officer-Bangalore District disclaims any factual/ or any other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein is intended only to help the bidder to prepare a logical bid-proposal.

**C1. Eligibility Criteria & Mandatory Conditions:**
The tenderer / bidder must fulfil the following eligibility conditions and must also submit documentary evidence in support of fulfilling these conditions while submitting the Technical Bid. The scanned copy/copies of these documents should be uploaded on the e-tendering website during

submission of bids before its last date. Failure to comply with these requirements may result in the bid being rejected.

*Note: Tenderers / Bidders should read these conditions carefully and comply strictly while submitting their Bids.*

*Note: Financial bids shall be opened and considered of only those bidders who qualify in the eligibility/technical bids process.*

**PRE-QUALIFICATION CRITERIA FOR TENDERER / BIDDER:**

I. Documents required

1. The Tenderer / Bidder must submit their valid PAN, GST Registration Certificate.

2 The bidder shall enclose a copy of GST Clearance Certificate for the financial years, **2020-21, 2021-22 & 2022-23**.

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4. Copies of Audited Profit & Loss Account Statements for the last three Financial Years (**2020-21, 2021-22 & 2022-23**).

5. The Tenderer / Bidder should have a positive net worth with cumulative turnover of Rs. 102.60 Lakhs during the last 3 financial years.

a) Valid documentary proof clearly indicating the Year & Turn over : - Balance sheet

1. Balance sheet clearly indicating the Year & Turnover details OR

2. CA Certificate showing Turn over details.

6. Not have been blacklisted by the Depts./ Ministries of the Govt. of India or Karnataka/ PSUs/ Autonomous Bodies.

7. Letter of Undertaking for agreement with terms and non – disclosure.

8. Letter of political neutrality.

**NOTE:-**

*Tenderer / Bidders are requested to upload a scanned copy of the original documents as valid documentary proof with self-attested copies. Any registered, well established, reputed Organizations / Agencies / Suppliers/Dealers / /Proprietors who is brought into the firm after the publication of tender notice shall not be considered for fulfilling this eligibility criterion. Only one bid is permitted by a single Tenderer/Bidder. A Tenderer/Bidder found to be submitting more than one Bid in different firm names, then such a bid of the tenderer/bidder shall be disqualified and his/her technical bid shall not be opened/considered and the EMD forfeited.*

*Keeping in mind the local service setup and accessibility required to extend support /services during the operational period, it is considered essential that the bidder should be able to execute and integrate all the Services mentioned in the tender into a single supply order.*

## GENERAL CONDITIONS

**1.** The language of the Tender shall be English. In case, the original documents are issued in vernacular, the translation certified by the authority signing the original / by a notary should be uploaded along with the original.

**2.** The Tender Inviting authority may, at his discretion, extend the deadline for submission of Tenders, in which case, all rights and obligations of the Tendering authority and the tenders subjected to the previous deadline, will thereafter be subject to such extended deadline.

**3.** The Tender Accepting authority reserves the right to cancel the tender at any point of time without assigning any reasons.

**4.** Technical Bids will be opened by the Tender Scrutiny Committee constituted by the Tender Accepting Authority on dates specified in the "**Office of the Executive Engineer Project South BBMP",** in the presence of Tenderer or their authorized representative who may choose to be present.

**5. Price Bids** of only those Tenderers which satisfy the standard criteria laid down on the basis of the details furnished by the Tenderer in Technical Bids (under terms and conditions for Technical Bid (Section II) will be opened on a date notified or any further date to be notified/ informed to the Techno-Commercially Responsive Tenderers.

**6.** Entry to participate in the Tender Opening Committee Meeting shall be restricted to only one person per Tenderer who shall be the **"Authorized signatory"**

**7.** The Tenderer or his Authorized Representative who is present shall produce the authorization letter and sign in the Attendance Register evidencing his presence during the opening of tenders, authorized by Tenderer / Authorized signatory.

**8.** The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Tender inviting authority / Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or out-come of the Tendering process.

## 9. QUOTATIONS

1. The quotations shall be the rate **inclusive of all applicable duties and taxes and transportation loading and unloading** and if any incidental charges. This price shall be the criteria for evaluation of price bid / financial bid as above. Handling, clearing, transport charges etc., will not be paid. The deliveries should be made as stipulated in the purchase order placed with successful Tenderers. **10% Samples of food items and personnel should be produced by those bidders who qualify in technical evaluation within 3 days of informing. Those who fail to do will be disqualified from financial bid.**

2. The rates quoted should not be linked to the quantum of the order or destination.

a) The rates should be to deliver the supplies to the addressee at the destination to ADEO or as specified by Purchaser, at no extra cost.

b) No Tenderer shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rates quoted by him. Clerical error, typographical error, etc., committed by the Tenderers in the tender forms shall not be considered after opening of the tenders.

**10. SECURITY DEPOSIT AND CONTRACT.**

**a)** The Tenderer whose offer is accepted as L-1, preferred tenders, on being informed, should execute a Contract Agreement Karnataka Government Stamp Paper in duplicate of the value of Rs. 200-00 (Rupees Two Hundred only – cost to be borne by the Tenderer) as provided by Article 5 of the Schedule of Karnataka Stamp Act. A copy of the contract agreement will be given to the Tenderer. The Specimen form of agreement will be as per the **Annexure- VI.** In case L- 1 default in executing a Contract agreement within the next 7 days of acceptance of his tender his status as L- 1 will stand cancelled and L-II tenderer will be invited to enter into Contract agreement at L-1 prices, consequently the EMD/ SD of the L – 1 stand forfeited to **Executive Engineer Project South. BBMP**

**b)** Stamp duty in case of documents to be borne by the government or on behalf of Government is exempted under section 3 of the Karnataka Stamp duty Act,1957

**c)** The Successful Tender whose offer is accepted as lowest shall be required to pay a Security Deposit as detailed below:

**SECURITY DEPOSIT**

5% of total value of contract undertaken and the Security Deposit should be furnished in respect of each contract on or before the due date fixed, in the form of **Demand Draft or Bank Guarantee** in favour of the **District Election Officer-Bangalore District**, along with the contract agreement.

**d)** The agreement along with the specified "**Security Deposit**" should be submitted within **TWO DAYS** from the date of receipt of the intimation of the Acceptance of offer.

e) Agreement not accompanied by the Security Deposit or any partial agreement deleting certain clauses / Services, will not be accepted, and will be deemed as non-submission of agreement and violation of the tender condition and the earnest money deposit of such tenders will be forfeited to the District Election Officer-Bangalore District, without notice

Further, such tenderer ceases to have any rights whatever in this regard with respect to his tender or the contract issued thereon.

f) i. The Earnest Money Deposit of such successful Tenderer, who fails to execute the Agreement / who fails to furnish the Security Deposit within the stipulated period / who furnishes partial **or fraudulent** agreement deleting / altering the specified clauses will be forfeited to the **District Election Officer-Bangalore District,** and his tender will be rejected and the firm will be Black Listed after being given an opportunity to explain and he will be liable for all damages caused including the liabilities to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the Services concerned by District Election Officer-Bangalore District, such damages shall be assessed by the District Election Officer-Bangalore District, whose decision is final in the matter. **This applies from Section 14A of KTPP Act (as amended):** *["14A. Debarment of Tenderers.- (1) The Procurement Entity may debar tenderers, for a period not exceeding three years, from participation in its tenders, following such procedure as may be prescribed on the ground that tenderer is engaged in corrupt or fraudulent practices in competing or executing the contract including misleading the procuring entity at any stage of Procurement Activity with a fraudulent intention: Provided that, no tenderer shall be debarred without giving opportunity of being heard.]*

ii. The original agreement shall be with the Tendering authority. The Tenderer shall collect the signed copy of the agreement on his own. The purchaser will not be responsible for the loss of the copy not collected by them.

g) Violation of any of the Clauses of the Agreement shall be deemed as violation of Terms and Conditions of this Tender.

h) The Tenderer is permitted to claim the Security Deposit on completion of the contract period or after executing all the supplies satisfactorily, whichever is later. The refund of the Security Deposit shall be subject to satisfactory performance of the contract as per the terms and conditions of the contract. The Security Deposit not claimed within three years from the date of expiry of the contract will be forfeited to the **" Executive Engineer Project South BBMP",** without notice.

**11. VALIDITY OF CONTRACT.**

The rates quoted shall be valid for a period of 6 months from the date of completion of tender validity.

a) **"Office of the Executive Engineer Project South BBMP",**will call upon the successful bidder, informing the acceptance of his tender for the item to execute the agreement and to furnish the Security deposit.
b) The **"Office of the Executive Engineer Project South BBMP",**will issue the list of successful Tenderers after getting the agreements and the Security Deposit from the successful Tenderers.

**e)** If the L- I contractor fails to execute the purchase order , the purchaser shall opt for L- II and L- III and in the open market in the order of priority and the difference of cost ( if any) will be recovered from the defaulting contractor's EMD or SD as the case may be.

## 13. ORDERS AND DELIVERY SCHEDULES

**i)** The Purchaser does not guarantee the quantity, which will be ordered. The quantity mentioned is only the tentative requirement and may increase or decrease as per the actual requirement. No claims shall lie against the ADEO in this regard. The rates quoted should not vary with the quantum of the order or the destination.

**[Rule 12 of KTPP Rules (as Amended): (5) The tender documents shall indicate the quantity proposed to be procured in the tender, and the Tender Accepting authority shall be ordinarily permitted to vary the quantity finally ordered only to the extent of twenty five percent either way of the requirement indicated in the tender documents.]**

**ii)** The Purchaser reserves the right to order for only such quantity as may be necessary and the Tenderer is bound to supply the ordered quantity only. Quantities supplied in excess will not be paid.

**iii)** Supplies are to be made as per the delivery schedule and timings given by the purchaser.

**iv)** The Tenderer is should supply the full quantities of each item ordered within stipulated time and approved packaging and quantity including holidays if any.

v) Cooked food items must be freshly prepared in hygienic conditions and packaged in air-tight, water and leak proof containers. No cooked item should be supplied with a time lag of more than 2 hours.

vi) Only packaged water should be supplied. Other hot and cold beverages should be supplied in flasks and served in disposable paper containers. Sufficient numbers of serving trays, disposable containers, serving spoons, hot boxes, bins, bowls and service personnel should be provided for each service.

vii) Removal of waste & spillage and empties shall be the responsibility of the Supplier.

### v) Delays in the Supplier's Performance

1. Delivery of the Goods shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Order Copy.

2. If at any time during performance of the Contract, the Supplier should encounter conditions beyond his control hindering timely delivery of the Goods and performance of the services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it’s likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier’s time for delivery of goods with or without liquidated damages, in which case the extension shall be ratified by issuing an amendment to the Contract.

3. Except as provided under GCC Clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause, unless an extension of time is agreed upon pursuant to GCC Clause, without the application of liquidated damages.

4. The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods

without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expenses related to such supply shall lie against the purchaser.

5. The services are **specification, time and place** critical. If the supply of the **full ordered quantity** of personnel and equipment is not completed within the stipulated period, the supplier will pay penalty as mentioned below.

**A. Time delay:**

01 – 02 hours: 10% penalty on total value of the belated supply of the order.

02 - 03 hours: 50% penalty on total value of the belated supply of the order.

Beyond 03 hours: Liable for cancellation, blacklisting/ forfeiture of EMD/SD after issue of notice.

**B. Misspent:**

Supply to wrong location / unapproved personnel: 30% penalty and re-direction at own risk and cost by Supplier within 2 hours.

**C. Quality issues (Personnel / Food Items):** 50% penalty and re-supply within 2 hours.

6. Apart from risk purchase action, the Tenderer shall also suffer forfeiture of the Security Deposit and shall invite other penal action like debarring from participating in both present and future tenders of ADEO after issue of notice as provided in Rule 26A of KTPP Rules (as amended).

**14. PENALTY CLAUSE:**

a) In case the supply is not completed fully as mentioned in Clause the Purchaser reserves the right to cancel the order for non-supplied service and proceed with the purchase of the same generically identical service from L-2 or from the open market in the order of preference as specified under clause at risk and cost of the L1.

b) As per Rule 12 of KTPP Rules (as Amended), liquidated damages and penalty are payable by the tenderer in the event of non-fulfilment of any of the terms or whole of the contract.

c) Non-supply within the stipulated period will entail the purchaser to purchase the same generically identical service from any other source as per clause “a” above and the difference of cost, if any, shall be recovered from the defaulting Tenderer as per clause “b” above.

**15. STAGGERED SUPPLY:**

a) The contractor should accept the supply orders for any item for staggered supply, with stipulated time schedules for supplies and submit separate Bills for payment for each supply.

b) The purchaser reserves the right to proceed with the risk purchase from the alternate source in case the supplies are not delivered on time and the difference of cost including the incidental charges if any will be recovered from the contractor.

c) Supplies under staggered supply order should be delivered immediately on time as specified in the schedule.

**16.PAYMENT CLAUSE**

a) No advance payment will be made towards the supply. Payment will be made only after the supplies are affected as per the supply order for **Services,** monthly basis.

b) Payment towards the supply will be made strictly as per rules of **"Executive Engineer Project South BBMP",**

c) No claims shall lie against of **"Executive Engineer Project South BBMP",**
in respect of interest on Earnest Money Deposit or on security Deposit.

**17. REPLACEMENT OF SERVICES**

a) Services supplied in damaged condition or found "Not in conformity with the acceptable requirement", will not be accepted and should be replaced at no extra cost to **Executive Engineer Project South** within 01 hours for **Services** from the time of receipt of intimation, failing which, 5% penalty will be levied for the belated supplies.

b) If the replacement is not affected even within the above penal period, the purchaser will be free to proceed with the purchase from alternate sources as per clause 15 above.

c) Item declared "not of standard Quality" by the competent authorities should also be replaced at no extra cost WITHIN 02 hours FROM THE TIME OF RECEIPT OF INTIMATION**, failing which** 10% penalty will be levied for the belated supplies made within another 01 hours accordingly, failing which the purchaser shall be free to proceed with the purchase form alternate sources as per clause 15 above.

d) In case of dispute, regarding the non-conformity with the specifications, the decision of the **Executive Engineer Project South BBMP** will be final.

**18. DISQUALIFICATION CRITERIA**

Failure to comply with the contract provisions will entail disqualification of the contractor and his firm from participating in any of the tenders of this dept. for the next five years, besides immediate termination of the existing contract.

a) In the event supplies failing in quality, the purchaser has the right to purchase form alternate source.

b) Further, the **Executive Engineer Project South BBMP** reserves the right to cancel the contract and forfeit all the dues and deposits of the contractor if the quality failure occurs recurrently even once and if the quality failure happens to be of grave nature affecting the life or quality or life. This shall be, however, notwithstanding any action that might be proceeded with, under the law.

c) Such firms may be liable to be blacklisted for 3 years beginning from the year, in which defective supply was detected notwithstanding any action

**19. BLACK – LISTING / DEBARRING OF DEFAULTING CONTRACTORS**:

a. The tenders who have been declared as de-registered/ debarred/ Black listed, either by central or any State Government/, even after the award of Contract Shall be treated as non-responsive Tenders.

b. The purchaser reserves the right to Black List / Debar any contractor either in whole or in part limiting to Specified product /products, for breach of any of the Terms and conditions of the tender.

c. Such BLACKLISTED CONTRACTOR AND HIS ESTABLISHMENT will not be eligible to participate in any of the Departmental Tenders for subsequent 3 years.

Such firms / products will be blacklisted for three (3) years beginning from the year following the one in which defective Supplies were detected and all contract with such contractor will be suspended and purchases will be made from alternative source. The contractor shall be also be liable for action under criminal law also all the deposits and dues of such tenders/ contractors shall be forfeited to the **Executive Engineer Project South BBMP**

*["KTPP Rule 26A. Debarment of Tenderers by Procurement Entity- (1) The Procurement Entity may proceed with debarring such tenderer or contractor or supplier or any of the successor of the tenderer or contractor or supplier who has engaged directly or through an agent in a corrupt or fraudulent practices in participating or competing or executing the contract including misleading the Procurement Entity at any stage of procurement and executing activity.*

*(2) The Procurement Entity may, by order, appoint a Committee consisting of such officers not below the rank of Tender Inviting Authority to be the Debarment Committee to consider the proposals for debarring bidder or contractor or supplier and to take a decision thereof.*

*(3) On the receipt of information, Debarment Committee shall provide a reasonable opportunity, including an oral hearing, to the concerned for making representations before taking a decision.*

*(4) For consideration of debarment, Tender Inviting Authority or any other officer authorized by Tender Accepting Authority shall furnish the details of such bidders or contractors or suppliers who have engaged in corrupt practice and fraudulent practices to the Debarment Committee constituted under sub rule (2) above.*

*(5) The Debarment Committee may make recommendations with reasoning in writing, within thirty days from date of receipt of information.*

*Provided that the said period may be extended by another fifteen days by Procurement Entity for the reasons to be recorded in writing.*

*(6) On the recommendations of the Debarment Committee, the Procurement Entity shall by notification debar any of tenderer or contractor or supplier and publish the same on its website and Karnataka Public Procurement Portal and also maintain the list of such tenderer or contractor or the supplier or any of its successors.*

*(7) The order of debarment shall be deemed to have been automatically revoked on the expiry of the period specified in the debarment order.*]

The Purchaser reserves the right to BLACK LIST / DEBAR any tenderer for any or all of the following reasons:

i. Abnormal under-quoting to sabotage the process.
ii. Non-executing of agreement and the security deposit when his offer/s is accepted.
iii. Submission of false documents to get declared as responsive.
iv. Canvassing through whatever means to get tender approved.
v. Indulging in corrupt practices like offering incentives /inducements /coercion etc. to seek favour of approval.
vi. Interfering in the process of evaluation through submission of false documents on other tenderer/s.
vii. Bringing extraneous pressure on the officers or officials to get his tender declared responsive.
viii. Any other activity which would affect /interfere with the evaluation process and be treated as fraudulent or corrupt practice.
ix. Supply of spurious products or those of lesser/ different quality and / or specification

x. Supply of Services of substitutes other than that mentioned in the tender and submitted tender as sample and approved.
xi. Supply of damaged Services.
xii. Delay in supplies.
xiii. Recurrent supply of Services in packing materials of poor quality.
xiv. Supply of quantity less than that claimed or ordered.
xv. Violation of any conditions or reneging on Letter of Undertaking / Breach of Contract.
xvi. Violation of Non-disclosure or political neutrality condition.

*[As provided in Rule 2 of KTPP Rules, "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurement Entity, and includes collusive practice among the tenderers either prior to or after tender submission, designed to establish tender prices at artificial non-competitive levels and to deprive the Procurement Entity of the benefits of free and open competition;]*

The Firms/ Manufacturers who have been notified as BLACKLISTED / DEBARRED by the Central or any State Governments or Autonomous Body of Government or Board or Corporation are not eligible for Participation in this tender. Such tenders will be rejected even if received.

d. Every tenderer shall upload an Affidavit on Rs 200 Stamp Paper to the effect that he is not ***BLACKLISTED / DEBARRED by the Central or any State Governments or Autonomous Body of Government or Board or Corporation.*** If the Tendering authority comes to Know of such Blacklisted / Debarred status of the Firms Subsequent to the opening of the Tender/ Acceptance of the Contract all the deposits and dues of such Tender / Contractors be forfeited to **Executive Engineer Project South BBMP** and such firms will be liable for Blacklisting/ Debarring for fraudulent and/ or corrupt practice and false affidavit.

e. The Bidding Agency should not have any ongoing litigation with any Government authority, Board, Corporation, Local Body or Autonomous Institution. The Bidding Agency should not have any record of any litigation with the Tendering Authority. The Agency should upload an Affidavit on Rs 200 Stamp Paper to that effect.

f. The **Executive Engineer Project South BBMP** reserves the right to reject the tender of blacklisted companies and those and those companies whose past performance to any agencies/ Institutions was poor due to delayed and erratic supplies, frequent quality failures etc.

**20. TERMINATION OF CONTRACT UNDER SPECIAL CIRCUMSTANCES**

The Purchaser may without Prejudice to any other remedy for breach of Terms and Conditions of Tender, by written notice of one month, terminate the contract either in whole or part, Stating reasons thereof.

**21. DISPUTES AND JURISDICTION**

In the event of any dispute arising out of the Terms and Conditions of the tender, Such disputer would be subject to the jurisdictional Courts in Bangalore District only.

**22. SAVING CLAUSE PROTECTION OF ACTION TAKEN IN GOOD FAITH**

No suit, prosecution or any legal proceedings shall lie against the **Executive Engineer Project South BBMP** or any person for anything which is done in good faith or intended to be done in pursuance of this Tender the tendered quantity of the Services notified.

**23. SPECIAL CONDITIONS:**

1. All supplied services should be accompanied by original delivery note in triplicate (photo/ Xerox copy / fax copy/ e-mail will not be accepted).
2. The matter pertaining to the supplies should be either printed or type written or legibly hand written on the delivery challan or the invoice.
3. In all the above conditions, the decision of the ADEO, shall be final and binding.
4. The uploaded tender document shall contain all the pages signed by the authorized signatory, along with the respective annexures as mentioned under various clause and sub clauses of the tender documents .
5. Tender/ contract should not be sublet or sub-contracted. **JV if contracted must be with only one other Supplier and should be before bidding.**
6. An undertaking should be submitted accepting all conditions, agreeing to non-disclosure and data security and to supply of Services as per indent within time specified to ADEO or authorized person only as specified by ADEO.
7. The rates will be compared with the prevailing market rates and where found excess, shall be reduced by negotiation with L1 only.

**Schedule - II**
**ANNEXURE – I**
**(Ref – Section – II clause No. 1.1 (b))**
**DESCRIPTION OF SERVICES**
**ADEO BBMP (South)**

**Ref:-Tender No. No. EEP(S)/E-Procu/20/2023-24.**
**Date:25.01.2024**

**TENDER FOR SUPPLY OF Supply of Catering Service to Govindrajnagara and Vijayanagara AC's for Election Training, Mustering & De-Mustering Center, Other Places and Counting center as directed by Additional District Election Officer under the Jurisdiction of ADEO / RO BBMP (South) for Loksaba General Election 2024) FOR THE PERIOD OF 2023-24 & 2024-25.**

1. Every Service must have the following personnel:

i. Loader / Unloader: 4 numbers, adults

ii. Service Staff: 1 Staff for every 15 persons

iii. Manager: 1

2. Every Service must provide the following:

i. Transportation: Suitable motorized goods vehicle

ii. Storage Utensils: Hot Boxes, Coolers, Utensils of large capacity, Beverage Dispensers

iii. Packaging of Food:

a) Breakfast: Thick Plastic, rectangular, transparent, three – compartment plastic tray with snap lid, of size 21 x 25x 4 cm with one plastic spoon and one paper napkin

b) Lunch & Dinner: Thick Plastic, rectangular, transparent, five – compartment mess tray with snap lid, of size 39 x 29x 5 cm with two plastic spoons and two paper napkins

c) Drinking Water: 500 ml bottles, 1000 ml bottles Branded and 20 lt Mineral Drinking water can with dispenser.

d) Hot & Cold Beverages: 180 ml double walled paper cup

e) Snacks & Biscuits: 250ml round transparent container with air tight lid

f) Special Packaging for certain food items: Chapatis, Puris should be rolled in foil paper, sweet dishes should be placed in a separate plastic container with lid, condiments, sauces pickles should be given in airtight pouches of 5 to 10 ml.

iv. Food Menu:

a) Breakfast: 2 Iddly + 1 Vada (300 gm) with 75 gm chutney / 3 Puri & Alu Matar Sabzi (150 gm) / Chitrana ( 300 gm) / Sevige Bath (300 gm) / Bisi Bele Bath (300 gm) / Uppittu & Shira (300 gm) and Coffee & Tea

b) Lunch / Dinner: 2 Chapati / 3 Poori + rice (200 gm) + Curd Rice (100gm)+ Pickle + 1 Sabzi (150 gm) + Dal / Sambar (200 ml) + Rasam + Butter Milk + 1 Banana / Gulab Jamun c) Snacks: Good Day Biscuits (4) / Samosa (1) / Veg Sandwich (2 Bread Slices) / Fruit Cake (1 Slice 150 gm)

d) Snacks & BeveragesTea Good Day Biscuits (4) / Samosa (1) / Veg Sandwich (2 Bread Slices) / Fruit Cake (1 Slice 150 gm) Tea / Coffee (200ml)

3. Service persons shall report to the allotted venue 30 minutes before the allotted time and prepare for service.

| Code | Service | Menu | Likely Quantity | Rate |
|---|---|---|---|---|
| 1 | Breakfast | Breakfast: 2 Iddly + 1 Vada (300 gm) with 75 gm chutney / 3 Puri & Alu Matar Sabzi (150 gm) / Chitrana ( 300 gm) / Sevige Bath (300 gm) / Bisi Bele Bath (300 gm) / Uppittu & Shira (300 gm) and Coffee & Tea. With drinking water. | **15498** | |
| 2 | Lunch | 2 Chapati / 3 Poori + rice (200 gm) + Curd Rice (100gm)+ Pickle + 1 Sabzi (150 gm) + Dal / Sambar (200 ml) + Rasam + Butter Milk + 1 Banana / Gulab Jamun With drinking water. | **15798** | |
| 3 | Dinner | 2 Chapati + rice (200 gm) + Pickle+ 1 Sabzi (150 gm) + Dal / Sambar (200 ml) + Curd Rice+ 1 Banana / Gulab Jamun With drinking water. | **5129** | |

**Note : Bidder Should quote rates excluding taxes**

**ANNEXURE-II PART - 1**
**TENDER OFFER FORM**
(Ref. Section II – Clause No. 2A-8(a))

Ref:- **EEP(S)/E-Procu/20/2023-24.**
**Date:25.01.2024**
To,
The ADEO BBMP (South)

Sir,

Having examined the tender documents in connection with the supply of CATERING SERVICES to your department under Bulk / Daily Supply with staggered supplies for the year 2023-24 (Extendable for six Months) called by you,

I /We, the undersigned offer to supply and deliver the above said Services in conformity with the terms and conditions of the tender at the rates quoted in the Annexure if the contract is awarded in my / our favour.

I / We understand that the quotation offered shall be valid for a period of 6 months or extendable for six months from the date of award of tender.

I/We undertake if our quotation is accepted, I/we will enter into contract to deliver the goods in accordance with the delivery schedule.

I/we agree to abide by this tender for the specified period.

I/we undertake to deposit Security Deposit amount in accordance with the terms and conditions to the tender if our offer is accepted.

I/we understand that you are not bound to accept the lowest or any quotations you may receive.

| | | |
|---|---|---|
| Date :<br>Place :<br>Phone No: Fax No: | | Signature:<br>Name in Capital :<br>Capacity :<br>Seal of the firm : |
| Name and Address & Phone No. of the person signing the tender form: | Official :<br><br>Ph: | Residential :<br><br>Ph: |

## ANNEXURE-II PART - II

## TENDER DECLARATION FORM

(Ref. Section II – Clause No. 2.A-8(b))

Ref:- **EEP(S)/E-Procu/20/2023-24.**
**Date:25.01.2024**

**Tender for Supply of Catering Service to Govindrajnagara and Vijayanagara AC's for Election Training, Mustering & De-Mustering Center, Other Places and Counting center as directed by Additional District Election Officer under the Jurisdiction of ADEO / RO BBMP (South) for Loksaba General Election 2024**

Format of undertaking to be furnished by the tenderer for having

Accepted the terms & conditions of the tender document.

To,
The ADEO BBMP (South)

Sir,

In accordance with the terms and conditions of tender document for supply of CATERING SERVICES**,** for the year 2023-24 (Extendable for six months), I/We have gone through all the terms & conditions and hereby agree to accept and undertake to abide the same.

Further stating that firm is not Black Listed with any Government/Quasi Government Organizations & the documents submitted in Tender are not false/erroneous.

| | |
|---|---|
| Date<br><br><br>Place | Signature<br><br>(  )<br>Name in capital<br>Seal of the/company. |

## ANNEXURE - III

### List Of SERVICES, Quoted Under This Tender
**(Ref. Section II- Clause No.2.A–9)**

Ref:- **EEP(S)/E-Procu/20/2023-24.**
**Date:25.01.2024**

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| Sl No | Item Code | Name of the SERVICES, quoted in the Tender | Specification |
|---|---|---|---|
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Signature and Seal of the Tenderer

**ANNEXURE-IV**

**(Ref. Section II – Clause No. 2. A-12)**

**PROFORMA FOR PERFORMANCE STATEMENT FOR THE LAST THREE YEARS (2020-21, 2021-22 & 2022-23)**

Ref:- **EEP(S)/E-Procu/20/2023-24.**
**Date:25.01.2024**

Name of the Firm:_____ _____

| Orders placed by full address of purchaser | Order No. & Date | Description and qty. of Similar Services ordered | Value of order | Date of Completion of Delivery As per contract Actual | Remarks indicating reasons for late delivery , if any |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |

| Orders placed by full address of purchaser | Order No. & Date | Description and qty. of Similar Services ordered | Value of order | Date of Completion of Delivery As per contract Actual | Remarks indicating reasons for late delivery , if any |
|---|---|---|---|---|---|
| | | | | | |
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Signature & Seal of the Tenderer:.....

**ANNEXURE- V**

**(Ref Section II Clause No-2.A-12)**

**User Certificate**

Ref:- **EEP(S)/E-Procu/20/2023-24.**
**Date:25.01.2024**

| | | |
|---|---|---|
| 01 | Name of the SERVICES**,** supplied | |
| 02 | Supply Order No.& date | |
| 03 | Supplied by | |
| 04 | Supplied during the year | |
| 05 | Quantity | Exp.:-(1) Name of the item – Quantity<br>(2) Name of the item – Quantity<br>(3) Name of the item – Quantity |

| | | |
|---|---|---|
| 01 | Name of the SERVICES, supplied | |
| 06 | Comment about Quantity / Quality of the Necessary Stationery. | |
| 07 | Any remarks about Response of Supplier to Emergencies. | |
| 08 | Contact Telephone Numbers | Land Line:-<br>Mobile:- |

Date:- End users Signature with Seal.

**ANNEXURE-VI**
**(General conditions Clause-11)**
**CONTRACT FORM**

Ref:-Tender Notification No. **EEP(S)/E-Procu/20/2023-24.**
**Date:25.01.2024**

This AGREEMENT made on the .....day of .....2024 between ..... (Name of Purchaser with full address) of .....(Country of Purchaser) (Hereinafter called "the Purchaser") of the one part and ..... (name of Supplier) of ..... (Full address of Supplier) (Hereinafter called "the Supplier") of the other part:

WHEREAS the purchaser is desirous that certain Goods and Ancillary Services Viz., (Brief Description of Services) and has accepted a Tender by the supplier for the supply of those SERVICES in the sum of .....(contract price in Words and figures) (Hereinafter called "the contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to .
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

a) The Tender Form and the Price Schedule submitted by the Tenderer,
b) The Schedule of Requirements.
c) The Section-I Invitation for Tenderers.
d) The Section- II Terms and Conditions.
e) The General Conditions of the Tender.
f) The Special Note of the Tender.
g) The Purchaser's Notification of Award.

3. In consideration of the payments be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. Services described and listed in detail in this Tender and in which awarded to us on Contract basis for a period of 12 months or extendable by six months from the date of issue of this Contract Form.
6. The Supplier hereby agrees to maintain complete security, non-disclosure, non – retention and non-use of the data and materials for any other purpose than supply to the Purchaser as per the current tender only and to delete/ destroy the same on directions of the Purchaser.
7. The Supplier hereby agrees to complete political neutrality of himself and all his employees and staff.
8. The Supplier agrees that any violation of the above will be a breach of contract and subject to blacklisting and prosecution.
9. Each and every item supplied shall bear the Name & Address with date of the Supplier at the bottom corner.

10. The Supplier agrees to the following Delivery Schedule:

| Sl No | Brief Description of Services | Quantity to be Supplied | Unit Price | Total Price | Delivery Terms |
|---|---|---|---|---|---|
| | | | | | |

Total Value: Refer Delivery Schedule:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day year first above written.

Signed, Sealed and Delivered by the said……

(For the Purchaser) in the presence of……

Signed, Sealed and delivered by the said……

(For the Supplier) in the presence of……

**Annexure VII: Technical Qualification criteria**

| Sl. No. | Criteria |
|---|---|
| 1. | Notarized copy of PAN card of Tenderer is to be uploaded. |
| 2. | Notarized copy of GST Certificate along with commodity description of tenderer is to be uploaded. |
| 3. | **Annual Turnover for last three years i.e., 2020-21, 2021-22 & 2022-23, not less than Rs. 34.20 Lakhs per annum or total cumulative turnover Rs. 102.60 Lakhs for last three Years are eligible to participate in this Tender.** |
| 4. | Notarized copy of the I.T. filed challan for the Financial year i.e**., (2020-21, 2021-22 & 2022-23)** i.e., for **31-03-2021, 31-03-2022 & 31-03-2023** of the tenderer is to be up loaded. |
| 5. | GST Clearance Certificate in the valid format of the commercial Tax Department for preceding 3 financial years and Tax cleared up to **31-03-2021, 31-03-2022 & 31-03-2023** i.e., for the years **2020-21, 2021-22 & 2022-23** of the Tenderer issued by the concerned authorities' is to be uploaded. |
| 6. | Tender offer Form with an undertaking to abide by the terms and conditions of the tender in the format as per Annexure-II –Part I is to be Uploaded. |
| 7. | Tender Declaration Form in the format as per Annexure-II part II is to be uploaded. |
| 8. | List of **CATERING SERVICES,** quoted by the tenderer to be furnished separately as per Annexure-III is to be uploaded. |
| 9. | Performance Statement / End User Certificate: List of similar service supplied to **Govt. Elections, Departments, Institutions, Autonomous Bodies in last 5 years** (80% of the quantities of this tender) |
| 10. | Requisition Certificate from competent authority (Trade License) |
| 11. | Non-Conviction Certificate not older than 12 months to be uploaded. |
| 12. | Profit & Loss Account Statement of last 3 financial year **2020-21, 2021-22 & 2022-23** |
| 13. | Balance Sheet Statement of at last 3 financial year **2020-21, 2021-22 & 2022-23** |
| 14. | Company Registration Certificate/ COI/ Partnership Deed etc. if applicable |
| 15. | List of Services quoted with details. |
| 16. | Letter of Undertaking and Non – disclosure in format as given in Annexure |
| 17. | Letter of Political Neutrality in format as given in Annexure |
| 18. | Current Certificate of Trade (in Catering / Hospitality Services) from Local Body |

## Annexure VIII - Letter of Undertaking

To,

The ADEO BBMP (South)

Sub: Supply of Catering Service to Govindrajnagara and Vijayanagara AC's for Election Training, Mustering & De-Mustering Center, Other Places and Counting center as directed by Additional District Election Officer under the Jurisdiction of ADEO / RO BBMP (South) for Loksaba General Election 2024- Reg.

Ref: Tender No. **EEP(S)/E-Procu/20/2023-24.**
**Date:25.01.2024**

Sir,

I/We .....have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down in the Tender Documents, Technical bid and Price Bid.

I/ We ..... hereby confirm that our Company/ Firm was not blacklisted by any State Governments/ Central Government/ Public Sector Undertakings during the last five years. We also hereby confirm that our EMD/ SD was not forfeited by any State Governments / Central Government / Public Sector Undertakings during the last five years due to our non- performance, non-compliance with the tender conditions etc.

I/ We ..... hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal actions that may arise due to the above.

**I/ We ..... certify that no refurbished Items & Services to be delivered under this contract and all Services are certified as genuine and valid.**

**I/ We ..... certify that no information shall shared, with any political party or person or media and Items / Services to be delivered under this contract shall be securely delivered, in good condition, as per approved quality, and specification, within the specified time limit to and only to the authorized recipient as intimated by the Tendering Authority.**

**I/ We certify that we are liable and responsible for any disputes arising out of violation of any Intellectual Property Rights or Privacy Laws.**

**In case of violation of any of the conditions above, I/ We..... understand that I/ We are liable to be blacklisted and proceeded against as per law.**

Yours faithfully, (Authorized signatory)

Name: -

Designation with seal: -

Please Note:

1) Declaration in the company's letter head should be submitted as per the format given above.

2) If the bidding firm has been blacklisted by any State Governments/ Central Government/ Public Sector Undertakings in last 5 years, then the details should be provided.

## Annexure IX: Affidavit for Political Neutrality

I, _____, presently working as _____ representing _____ do hereby

1. State that I am authorized in my official capacity to swear and depose to the present affidavit and as such, I am aware of the facts and circumstances based on the records of matter.

2. State that the _____ , of which I am official representative have entered in a contract with _____ , dated _____ to carry out the following works / tasks / activities _____

_____ for the purpose of _____ .

3. State that I and the organization I represent and any promoters, partners, directors, office bearers, employees, permanent, temporary and / or casual shall diligently adhere to the standards of political neutrality and fairness required and not utilize any information, document, media, data or any other material obtained, accessed or acquired by us through the tender or in the course of execution of the contract, whether confidential or not, for any political purpose or wrongful gain nor share the same with any political organization, person or party.

4. State that I and the organization I represent and any promoters, partners, directors, office bearers, employees, permanent, temporary and / or casual do not have any links, dealings or agreements with any organization, person or party of political nature.

Deponent

Verification: